

REQUEST FOR PROPOSALS
FOR
DELINEATION, QUANTIFICATION AND REMEDIATION
OF
ENVIRONMENTALLY IMPAIRED SITES
CITY OF INDIANAPOLIS, INDIANA

REQUEST FOR PROPOSALS FOR DELINEATION, QUANTIFICATION, AND REMEDIATION
OF ENVIRONMENTALLY IMPAIRED SITES

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I. REQUEST FOR PROPOSALS

The City of Indianapolis, Indiana, is requesting proposals from experienced firms specializing in delineation, quantification, and remediation of environmentally impaired sites, Brownfields redevelopment assessments, and geotechnical services. Written proposals will be accepted by the City of Indianapolis, Department of Public Works, Environmental Resources Management Division (ERMD), 2700 South Belmont Avenue, Indianapolis, Indiana 46221, until 5:00 P.M., E.S.T., on Monday, March 27, 2000. Information on this solicitation is available from Ms. Cathy Miller, Department of Public Works, ERMD, 2700 South Belmont Avenue, Indianapolis, Indiana 46221 (phone 317/327-2234).

The City of Indianapolis reserves the right, at any time, to modify, waive, or otherwise vary the terms and conditions of this Request for Proposals (RFP) including, but not limited to, the deadlines for submission and submission requirements, to cancel or withdraw this RFP at any time without penalty, and to negotiate with any party prior to or after submission of any Proposals. Contract award is dependent upon the negotiation of a mutually acceptable contract with the successful proposer.

II. INSTRUCTIONS TO PROPOSERS

A. RFP SUMMARY

1. RFP Scope: The purpose of this Request for Proposal (RFP) is to select a firm which has both the experience and the ability to perform phased environmental site assessments, Brownfields assessments, risk assessments, asbestos inspections, tank closures, corrective actions, feasibility studies, site remediation, geotechnical services. This experience and ability includes performing the necessary assessment of a site to identify potential contaminant areas, assessing potential health and safety risks to employees from exposure,

delineating and quantifying contaminants on a site, identifying potential future liabilities that are associated with site contamination, preparing cost-effective feasibility studies, performing effective remedial activities on a contaminated site, and establish a successful working relationship with the Indiana Department of Environmental Management (IDEM).

2. Schedule of Proposals: Proposals will be governed by the following schedule:

February 21 & 28, 2000	RFP legal advertisement.
March 27, 2000	Written Proposals (6 copies) due at Environmental Resources Management Division, 2700 South Belmont Avenue, Indianapolis, Indiana 46221 by 5:00 P.M., E.S.T.
April 21, 2000	All firms submitting proposals are contacted to inform them of outcome of review and shortlisting.
April 27, 2000	Interviews with shortlisted firms and final selection.
April 28, 2000	Start Contract negotiations.
May 24, 2000	Public Works Board acceptance and award.

B. GENERAL INSTRUCTIONS

1. News Releases: Public disclosure advertisement and/or notice regarding this RFP, the proposal or subsequent awards will be coordinated by the City of Indianapolis, Department of Public Works.
2. Inquiries: Questions regarding the proposal may arise as proposing firms are preparing their packages. Please direct questions (written or verbal) to the designated Project Manager:

Mr. Joseph C. Arnold, L.P.G.,C.H.M.M.

Department of Public Works
Environmental Resources Management Division
2700 South Belmont Avenue
Indianapolis, Indiana 46221
Phone: 317/327-2234

3. Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted, will not be considered responsive unless it is established that all contractual responsibility rests solely with one (1) contractor or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal should indicate the entity responsible for execution on behalf of the proposal team.
4. Proposal Delivery: The City of Indianapolis must receive six (6) copies of your proposals no later than 5:00 P.M., E.S.T., Monday, March 27, 2000. Proposals should be addressed to:

Department of Public Works
Environmental Resources Management Division
2700 S. Belmont Ave.
Indianapolis, Indiana 46221
Attn: Joseph C. Arnold, L.P.G., C.H.M.M.

5. Addenda and Supplements to RFP: In the event that it becomes necessary to revise any part of this RFP or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each proposer.
6. Rejection Rights: The City of Indianapolis reserves the right, at any time, to modify, waive, or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submissions, to cancel or withdraw this RFP at any time, and to negotiate with any party prior to or after submission of any proposal.

Contract award is dependent upon the negotiation of a mutually acceptable contract with the successful proposer.

7. Cost of Proposal Preparation: No reimbursement will be made by the City of Indianapolis for any cost incurred in the preparation of proposal.
8. Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than ninety (90) days from date of receipt.
9. Prohibited Interest: No member, officer, or employee of the City of Indianapolis or members of its governing body or of a local public body having jurisdiction within the City of Indianapolis service area, during his/her tenure shall have any interest, direct or indirect, in any resultant contract or the proceeds therefrom.
10. Taxes: Unless otherwise indicated, estimated fees and expenses shall not include taxes of any kind. The City of Indianapolis is exempt from all State taxation, including State Sales and Use taxes.
11. Equal Employment Opportunity: In connection with this proposal, the proposing firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, handicapped or disadvantaged person, or Vietnam era veteran. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. The proposing firm shall furnish all necessary information and reports and shall permit access to its books, records and accounts, by the City of Indianapolis for purposes of investigation to ascertain compliance with the non-discriminatory/minority business provisions of any resultant contract for this project.

III. DESCRIPTION OF THE PROJECT

A. GENERAL ORGANIZATION OF THE PROJECT

1. Project Direction: Primary interface with the selected firm will be the Project Manager as designated under II.B.2, above. The Project Manager will be responsible for the coordination, review, and approval of all work, as well as the program administration of the contract for compliance with and interpretation of scope, schedule, and budget. In carrying out these functions, the Project Manager will utilize the various departments and personnel of the City of Indianapolis as required to ensure an integrated program of services that is consistent with the City of Indianapolis' policies, procedures, and experience in this area.
2. Project Description: The City of Indianapolis, Indiana, wishes to employ a qualified firm to provide phased environmental site assessments, asbestos inspections, tank removals, feasibility studies of remediation alternatives, and development implementation of remediation plans, and Brownfields redevelopment assessments. Services will be on an as-needed basis and will include, but are not limited to:
 - phased environmental site assessments;
 - tank closures;
 - asbestos inspections;
 - delineating and quantifying on-site contaminants;
 - conducting industrial hygiene surveys;
 - conducting risk assessments;
 - conducting feasibility studies;
 - developing remedial action plans;

- implementing remedial action plans; and
- geotechnical services.

The successful firm shall conform to all local, state, and federal regulations and standards concerning sampling and analysis procedures; confined space entry; collecting, handling, and disposing of special and hazardous wastes; worker safety and training; plus all other aspects involving the above project description which are covered under local, state, and federal rules, guidelines, and regulations. The firm shall agree to submit to the City, as part of this proposal, all licenses, permits, registrations, certificates, and other approvals required for every aspect of the performance of the contractor's services, by local, state, or federal government.

3. Location: City-wide.

IV. ORGANIZATION OF THE PROPOSAL

The following items are requested in each proposal. The submission must consist of:

- A. A letter of interest;
- B. A technical proposal
- C. A cost proposal; and
- D. Examples of the following types of reports:
 1. ASTM Phase I Environmental Assessments;
 2. Delineation and quantification of a site containing chlorinated VOC and/or petroleum contaminated soils and groundwater; and
 3. Feasibility study in reference to Item 2, above.

In order to facilitate the evaluation of the proposals, respondents must organize their proposals in the sequence given in this section. The format is designed to ensure the submission of information necessary to the understanding and comprehensive evaluation of the proposal.

- A. Letter of Interest: Interested firms must submit a letter of their interest. This letter must be loose and unbound.
- B. Technical Proposal:
1. Introduction and Company Background: This section should give a brief introduction of the company and provide the following information:
 - (a) Firm name, business address, contact person, title of contact person, and the phone number;
 - (b) Year established (include former names and year established, if applicable);
 - (c) Type of ownership and parent company, if applicable;
 - (d) If a joint venture or sub-contracts are contemplated, provide the same information as in items (a) through (c) for each firm; and
 - (e) EPA ID numbers, if applicable.
 2. Technical Proposal: Prepare an executive summary of the major features of your proposal. Prepare a detailed proposal which includes a discussion of how you plan to meet the Request for Proposal's (RFP) Scope of Services listed in Section VI. This should include all personnel, sub-contractors, equipment, and materials that would be used. Also, include any suggestions or recommendations to the proposed scope of work. List all assumptions which you believe are significant for our understanding of your proposal.
 3. Experience and References: Provide your firm's experience and at least five (5) references for projects in which your firm successfully performed site assessments, Brownfields assessments, tank closures, feasibility studies, and site remediation. A minimum of two (2) of the above referenced projects should involve successful site remediation as documented by the Indiana Department of Environmental Management (IDEM). Include the following in your response:

- (a) Project name;
 - (b) Name of contracting company or governmental agency;
 - (c) Contact person's name, position, and phone number;
 - (d) Dates of projects;
 - (e) Status or comments; and
 - (f) Your firm's personnel that were involved in the project.
4. Personnel: All personnel, including any sub-contractors, proposed to participate in this project must be identified and their experience, qualifications highlighted, and resumes submitted. Include current certification of safety training and hazardous material/waste management training of personnel including dates of training. Provide a proposed organizational chart. The proposed project manager should be identified. The project manager must have the responsibility and authority to act on behalf of the firm. All proposed personnel must meet all state and federal permit and licensing requirements.
5. Insurance Requirements: The respondent must specifically describe all types and quantities of insurance that are carried on the firm. The respondent must address the City insurance requirements that are found in Article 7 of the proposed contract. If they cannot be met, the respondent must so state in this section.
6. Sub-contractors: Provide a list of sub-contractors that your firm would use. Please indicate what their function would be as it applies to this proposal.
7. Laboratories: Provide a list of laboratories that would be used for analysis. Please indicate if they are involved in the EPA Contract Laboratory Program (CLP) and/or AHERA certified.
8. Sample Contract Comments: The respondent is required to use this section to provide any comments to the sample contract that is included in Section VII of

this RFP. All terms and conditions of the attached sample agreement will be included in the final agreement with the successful contractor, unless exception is taken to any of these terms and conditions, and agreed to by the City.

However, priority will be given to those proposals who can meet the present terms of the contract, including the insurance requirements.

9. Certified Minority Business Enterprise: The firm or individual submitting a proposal must indicate whether or not the firm is a Certified Minority Business Enterprise. Proof of such certification must be submitted.

- C. Cost Proposal: The respondent must submit a cost proposal separate from the technical proposal. The cost proposal will not be the sole criteria for selection. The cost proposal must include:

1. Fee Schedule: A current schedule of fees charged by the firm or individual for personnel likely to be assigned to this project, a basis for reimbursement of project related fees, and basis for reimbursement for sub-contractors.

We understand that due to the nature of the scope of services, a fixed project cost is not feasible. Therefore, listing consulting, engineering, and industrial hygiene fees for each job classification, i.e. project manager, field supervisor, secretary, drafting, etc., in addition to the unit costs for possible expenditures such as monitoring and remediation equipment will be sufficient.

2. Fee Schedule: A current fee schedule for the laboratory that will be used for analysis.
3. Cost of Discrete Tasks: A breakdown by task, for services to be provided. Said breakdown should include an estimate of costs, sub-contractor costs, and expenses likely to be incurred; for example, cost of the following should be included:

- (a) Transportation and disposal costs of petroleum contaminated soils at the

Southside Landfill;

- (b) Transportation and disposal costs of petroleum contaminated soils at the Danville Landfill (Twin Bridges);
- (c) Associated costs for soil boring and groundwater monitoring well installation;
- (d) Associated costs for taking split spoon samples;
- (e) Associated costs of geophysical surveys;
- (f) Associated costs for pumping tests;
- (g) Associated costs of geotechnical services; and
- (h) Any other costs which you feel would be incurred based upon the Scope of Services included in Section VI of this RFP.

D. Please submit representative reports which your company has written regarding:

- 1. ASTM Phase I Environmental Assessments;
- 2. Delineation and quantification of a site containing chlorinated VOC and/or petroleum contaminated soils and groundwater; and
- 3. Feasibility study in reference to Item 2, above.

V. EVALUATION AND SELECTION CRITERIA

The City will review responses to this RFP that meet the enumerated requirements and are received prior to the closing date. Upon review of submitted proposals, the Selection Committee, comprised of representatives from DPW and other user Departments within the City, will consider the factors listed below and will designate and shortlist the most qualified firms as semi-finalists. These semi-finalist firms may be asked to submit proposals on sample projects. These proposals would be evaluated and discussed during interviews. These firms will be invited to appear for interviews by the Committee with oral presentation and evaluation. After deliberation, the Committee will make a final recommendation to the Director of the Department of Public Works.

The selected firm will be notified, and contract negotiations will begin. The criteria that will be used in the evaluation of each proposal will be as follow:

- A. Quality of the proposal in showing an understanding of the work necessary for site assessments, tank closures, feasibility studies, Brownfields, assessments, and remediation;
- B. Capacity of the firm to perform the work;
- C. Specialized experience and qualifications of the company and personnel with regards to the Scope of Services, Section VI of the RFP;
- D. The proposed costs as outlined in Section IV C, Cost Proposal, of the RFP;
- E. Subjective review (past experience of the company, references, etc.);
- F. Ability to meet City Insurance Requirements; firms which cannot meet the City's insurance requirements, in order to be considered, must show just cause why the requirements are not applicable to the Scope of Services described in Part VI of the RFP. All deviations from the City's insurance requirements must be approved by the City's Legal Department and will be addressed during contract negotiations.
- G. Whether the firm is a Certified Minority Business Enterprise; and
- H. Regulatory history of the firm.

VI. SCOPE OF SERVICES

Purpose: The primary object is to perform all services necessary to assess potential environmental liability associated with a piece of real property and remediate, if necessary, environmentally contaminated sites within the City of Indianapolis, Indiana. The City's Department of Public Works will notify the selected firm of any need for services. The selected firm must be available to provide services within ten (10) working days after notification. The firm must submit a work plan for each site for City approval prior to the commencement of work. Services to be

included in this contract (but not limited to) are as follows; the need for such services are at the discretion of the Department;

- (a) Conduct site inspections and record review to determine the general condition of the property and adjacent properties for evidence of contamination, past site disposal activities, or waste management practices;
- (b) Conduct property inspections for evidence of asbestos and/or PCB containing materials;
- (c) Locate underground storage tanks;
- (d) Perform all necessary services to remove underground storage tanks and aboveground storage tanks, cleaning and disposing of all material in a safe and acceptable manner as dictated by current EPA, IDEM, API, and NFPS regulations, procedures, publications, and/or guidelines;
- (e) Assessment of underground storage tank excavation areas in accordance with IDEM and EPA policies and regulations;
- (f) Dispose of UST and AST tank bottom residues and tank washings in accordance with EPS and IDEM regulations;
- (g) Perform all necessary services to dike existing aboveground storage tanks as dictated by current EPA, IDEM, API, and NFPA regulations, procedures, publications, and/or guidelines; and
- (h) Sample soil, surface water and groundwater and submit samples to a laboratory preapproved by DPW for chemical characterization;
- (i) Develop sampling plans, site safety plans, and quality assurance and quality control criteria;
- (j) Delineate and quantify the extent of contamination, if any, found at a site;
- (k) Identify potential future liabilities associated with a piece of real property;

- (l) Assess potential health and safety risks to employees, residences, or site workers from exposure;
- (m) Conduct risk assessments in regards to present and future liability;
- (n) Conduct feasibility studies for remedial action alternatives;
- (o) Design and implement remedial action plans;
- (p) Act as a liaison between State and Federal regulatory agencies and the Department, if requested;
- (q) Remove or treat in-place contaminated soil and groundwater, transportation of soil to an EPA, IDEM, or Department approved disposal facility and leaving the site in an environmentally acceptable condition.
- (r) Be responsible for all removal and restoration permits and site excavation planning;
- (s) Ensure that all state and federal standards for workers and environmental safety are complied with;
- (t) Assist the City in obtaining required permits and permission to dispose of any contaminated materials associated with assessment and remediation projects;
- (u) Prepare and submit reports to the City's Project Manager within fifteen (15) working days of completion of projects (unless a time extension is granted). The report shall include a written description and photo documentation of the site remediation activities and disposal certificates for all materials leaving the site. The report shall be certified by a registered Professional Engineer, who is licensed in the State of Indiana or a certified Professional Geologist and shall be suitable for submission to IDEM;
- (u) Prepare environmental impact statements;
- (v) Conduct wetland delineations;
- (w) Conduct industrial hygiene surveys; and
- (x) Provide geotechnical services (drilling, sampling, and testing).

APPENDIX A
SAMPLE CONTRACT

CONTRACTUAL AGREEMENT

BETWEEN
INDIANAPOLIS DEPARTMENT OF PUBLIC WORKS
FOR
DELINEATION, QUANTIFICATION AND REMEDIATION
OF
ENVIRONMENTALLY IMPAIRED SITES

THIS AGREEMENT made this ____ day of _____, 20____, by and between the CITY OF INDIANAPOLIS, DEPARTMENT OF PUBLIC WORKS, 2460 City-County Building, Indianapolis, Indiana, 46204 (hereinafter called DEPARTMENT) and (hereinafter called CONSULTANT).

The DEPARTMENT and CONSULTANT, in consideration of the mutual covenants set forth, incorporated or referred to herein, or provided in the agreed upon Attachments hereto, agree with respect to professional services to be provided by the CONSULTANT and payment for such services by the DEPARTMENT, in accordance with the "TERMS AND CONDITIONS" as set forth below.

TERMS AND CONDITIONS

ARTICLE 1 - ATTACHMENTS

1.1 The Attachments which accompany and form a part of this Agreement as of the date hereof are:

1.1.1_ "Attachment A" consisting of the described services to be performed by
CONSULTANT.

1.1.2 "Attachment B" consisting of Contract prices for the CONSULTANT's services
under this Agreement.

1.1.3 "Attachment C" consisting of a list of key professional staff the CONSULTANT
agrees to provide for the Project.

1.1.4 "Attachment D" consisting of a list of approved sub-contractors.

ARTICLE 2 - INTERPRETATION AND INTENT

- 2.1 The "Agreement", as referred to herein, shall mean this Agreement executed by the
DEPARTMENT
and CONSULTANT, and shall include these Terms and Conditions, the Attachments
described in
Article 1 and attached hereto, and any written supplemental agreement or modification
entered into
between the DEPARTMENT and CONSULTANT, in writing, after the date of this
Agreement.
- 2.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior
agreements, written or verbal, between the DEPARTMENT and the CONSULTANT. No
statements,
promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the
Agreement
have been made by the DEPARTMENT or the CONSULTANT which in any way modify,
vary, alter,
enlarge or invalidate any of the provisions hereof and/or obligations herein stated. This
Agreement
may be amended and modified only in writing signed by both the DEPARTMENT and the
CONSULTANT. The DEPARTMENT does not guarantee a minimum amount of work for
the
CONSULTANT during the term of the Agreement. CONSULTANT agrees that this
Agreement is not

an exclusive contract and that the DEPARTMENT is free to contract with other companies
to

provide the services covered by this Agreement.

- 2.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by the CONSULTANT or other rights or obligations of the

DEPARTMENT

or CONSULTANT, the document or provision thereof expressing the greater quantity,

quality or

scope of service or imposing the greater obligation upon the CONSULTANT and affording

the

greater right or remedy to the DEPARTMENT, shall govern; otherwise, precedence shall be

given in

the following order:

provisions of these Terms and Conditions, provisions contained in any Attachment

hereto and required provisions contained in any governmental regulation

incorporated herein by

reference.

- 2.4 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of Indiana or any federal regulatory or funding agency.

- 2.5 This Agreement shall be construed under and governed by the laws of the State of Indiana.

- 2.6 This Agreement is entered into between the CONSULTANT and one DEPARTMENT on behalf of all City Departments. All rights, duties, and obligations provided to the DEPARTMENT by this Agreement shall also apply to all City Departments.

ARTICLE 3 - CONSULTANT'S RESPONSIBILITIES

- 3.1 CONSULTANT shall serve as the DEPARTMENT's professional representative in those phases of the Project and with respect to all services provided by CONSULTANT hereunder, and will give consultation and advice to the DEPARTMENT during the performance of such services.
- 3.2 The CONSULTANT shall perform professional services as stated in "Attachment A" of this Agreement.
- 3.3 The CONSULTANT shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of its profession. Without modifying the above standard, the CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the CONSULTANT under this Agreement.
- 3.4 The CONSULTANT shall, without additional compensation, correct or revise any errors or omissions. The CONSULTANT shall perform all professional services to accomplish the scope of work described in this Agreement, in accordance with this Agreement and applicable local, state and federal requirements.

- 3.6 Approval by the DEPARTMENT or any governmental regulatory or funding agency of drawings, designs, specifications, reports, and incidental engineering work, services or materials furnished hereunder shall not in any way relieve the CONSULTANT of his liability to the DEPARTMENT or others for negligent acts, errors, or omissions in the performance of services. The DEPARTMENT's review, approval or acceptance of, or payment for any of the CONSULTANT's services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement by CONSULTANT.
- 3.7 CONSULTANT agrees to indemnify and hold harmless Marion County, Indiana, the City of Indianapolis and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgements and liens arising out of any negligent act or omission by CONSULTANT or any of its officers, agents, employees or sub-contractors. Such indemnification shall include attorney's fees, and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.
- 3.8 CONSULTANT shall provide competent, capable, experienced and suitable qualified personnel for the performance of all services. Any employee or representative of the CONSULTANT who, in the opinion of the DEPARTMENT, does not perform his work in a proper and skillful manner, or is disrespectful, or otherwise objectionable, shall, at the written request of the DEPARTMENT, be removed from performing any further services on behalf of the DEPARTMENT. CONSULTANT shall provide to the DEPARTMENT the professional staff listed in "Attachment C" and shall assure that each person listed in "Attachment C" is available to the Project for the working time. In the event any of the staff

listed in "Attachment C" is not available to the Project for reasons beyond the control of the CONSULTANT, the CONSULTANT will provide replacement personnel to the reasonable satisfaction of the DEPARTMENT. A failure by the CONSULTANT to provide professional staff time shall be considered a breach of the Agreement.

- 3.9 Nothing in this agreement nor any communication, directive, action or failure to act on the part of the DEPARTMENT shall create any contractual relationship between the DEPARTMENT and any contractor or sub-contractor having a contract with the CONSULTANT, nor shall it create any obligation on the part of the DEPARTMENT to pay or to see to payment of any monies due any contractor or sub-contractor to CONSULTANT.
- 3.10 CONSULTANT shall obtain prior written approval from the DEPARTMENT for all proposed sub-contractors and sub-contract agreements for any portion of the Scope of Work described in "Attachment A" and shall furnish copies of all executed sub-agreements to the DEPARTMENT.
- 3.11 CONSULTANT's submissions are subject to prompt review and approval by the DEPARTMENT. In the event that any submission is not approved by the DEPARTMENT, it will be revised by the CONSULTANT until approved by the DEPARTMENT. If the CONSULTANT does not agree with DEPARTMENT's recommended revisions, then it shall submit its reasons therefore to the DEPARTMENT in writing.
- 3.12 Should any contractor or other person furnishing labor, or materials or services on or for the Project sustain any damage, loss or expense due to any negligent act or omission of the CONSULTANT, the CONSULTANT shall be liable to such person for such damages. Any such disputes and claims shall be resolved and settled between CONSULTANT and such

person by agreement or otherwise, without any expense to the DEPARTMENT.

CONSULTANT further agrees to indemnify and save harmless the DEPARTMENT from all claims by such persons for such damages. If any such claim is made against the DEPARTMENT, or if such person sues or initiates an arbitration proceeding against the DEPARTMENT on account of any such damage caused by the negligence of the CONSULTANT, then the CONSULTANT shall defend such allegations, and if any judgment or award against the DEPARTMENT arises therefrom, the CONSULTANT shall pay or satisfy it and shall reimburse the DEPARTMENT for all reasonable attorney fees and court or arbitration costs which the DEPARTMENT has incurred.

3.13 One (1) person shall be designated by CONSULTANT or its approved sub-contractor as the qualified site project manager and shall confer with DEPARTMENT officials prior to the commencement of any work. In the event that both CONSULTANT and its sub-contractor are on site, CONSULTANT shall be solely responsible to designate a CONSULTANT project manager (the "Project Manager"). The Project Manager shall provide a copy of CONSULTANT's work plan and cost proposal to a designated DEPARTMENT representative for approval prior to the commencement of work. CONSULTANT's work plan and cost proposal will be at no charge to the DEPARTMENT.

3.14 A list of project managers shall be provided by CONSULTANT to the DEPARTMENT at the time of contract agreement. The list shall contain each manager's qualifications and background. This list shall be kept current and amended as necessary to include new managers, remove managers from the list, etc. The project manager for a particular job shall keep a daily log, which documents significant events, problems, unique site characteristics, and similar items, to facilitate the possible substitution of project managers.

3.15 The DEPARTMENT reserves the right to inspect and approve all of CONSULTANT's equipment, personnel, and safety practices prior to the commencement of operations or at other times deemed reasonably necessary by the DEPARTMENT. CONSULTANT agrees to implement additional safety precautions as may be required by the DEPARTMENT. CONSULTANT agrees to promptly maintain and service their equipment and supplies to ensure proper and safe working conditions.

3.16 The DEPARTMENT reserves the right to inspect, record, and, if necessary, suspend operations at any time.

ARTICLE 4 - CONSULTANT'S WARRANTIES

4.1 CONSULTANT warrants that:

4.1.1 CONSULTANT understands the currently known hazards which are presented to persons, property, and environment in the handling and disposal of hazardous materials. CONSULTANT also understands the hazards which are associated with removing underground storage tanks, performing site assessments, performing remediation activities, and other associated activities.

- 4.1.2 CONSULTANT has the requisite experience, facilities, equipment, qualified personnel, and legal right for performance of all aspects of this Agreement.
- 4.1.3 CONSULTANT will perform all of CONSULTANT's services in a manner which protects the public and the environment using industry-accepted servicing practices.
- 4.1.4 In performance of CONSULTANT's services, the CONSULTANT warrants that it has knowledge of, understands, and shall comply with all applicable federal, state, and local laws and regulations, including without limitation, the Indiana Environmental Management Act, Indiana Code Title 13, as amended, and the regulations thereunder, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., as amended, and the regulations thereunder, the Hazardous Materials Transportation Act, 99 U.S.C. 1801 et seq., as amended, and the regulations thereunder, 29 CFR 1910.120 and those laws relating to discrimination in employment, conflicts of interest, public notice, and accounting records and requirements.
- 4.1.5 The CONSULTANT and all of its sub-contractors shall obtain and keep in effect all permits, licenses, registrations, insurance certificates, and other certificates or approvals required by law for every aspect of CONSULTANT's services. The CONSULTANT shall provide the DEPARTMENT with copies of all licenses, registrations, insurance certificates, and other certificates and approvals prior to rendering any services under this Agreement. Copies of insurance certificates shall

include without limitation those coverages for sudden accidental occurrences as required by 40 CFR 264.147(a) and those for non-sudden accidental occurrences as required by 40 CFR 264.147(b), if applicable. The CONSULTANT shall give the DEPARTMENT immediate verbal and written notice of any revocation or cancellation of any required permit, license, registration, insurance certificate or approval and of any citation, notice of violation, intent to sue, or other claim, lawsuit, or enforcement action by any local, state, or federal authority, or private citizen or organization, concerning violation of any federal, state, or local law by the CONSULTANT. Notifications concerning any sub-contractor shall be made immediately at such time that CONSULTANT received information that requires notification pursuant to this Section.

- 4.1.6 The CONSULTANT shall dispose of hazardous wastes only at permitted TSD facilities which have been approved by the DEPARTMENT.
- 4.1.7 The CONSULTANT shall dispose of non-hazardous wastes only at permitted disposal facilities which have been approved by the DEPARTMENT.
- 4.1.8 The CONSULTANT shall prepare a manifest in compliance with federal and state laws for each and every shipment of hazardous wastes. The CONSULTANT shall ensure that it or all of its sub-contractors which store hazardous wastes prior to final disposal will prepare and sign a manifest in compliance with federal and state laws for each and every shipment of hazardous wastes transported from a storage facility to a final disposal

facility. The CONSULTANT shall ensure that the DEPARTMENT receives copies of all completed manifests for hazardous wastes transported from storage facilities which indicate that all the hazardous wastes have been delivered to final disposal facilities.

- 4.1.9 In the event of an incident or occurrence during the performance of CONSULTANT's services, including without limitation an accident involving transportation vehicles, in which the wastes are released into the environment, the CONSULTANT or its sub-contractor shall take immediate action to protect human health and environmental health and shall comply in all other respects with all applicable federal, state, and local rules and regulations, including without limitation, regulations contained in 330.1 IAC 1-6 and 320.1 IAC 2-14 and 2. The CONSULTANT shall immediately notify the DEPARTMENT of any such incident verbally and in writing.

ARTICLE 5 - DEPARTMENT'S RESPONSIBILITIES

- 5.1 Except to the extent that such responsibilities are otherwise waived or assumed by the CONSULTANT, the DEPARTMENT shall take reasonable steps to:

- 5.1.1 Provide information as to DEPARTMENT's requirements for the Project.
- 5.1.2 Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the project, including previous reports and any other data relative to design and construction of a project.

- 5.1.3 Furnish to CONSULTANT, as required by CONSULTANT for performance of the services, data prepared by or services of others, such as core borings, probing and sub-surface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys and property description; zoning and deed restriction; and other special data.
- 5.1.4 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by CONSULTANT, obtain advice of an attorney and other consultants as DEPARTMENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time.
- 5.1.5 Provide such legal, accounting, and independent cost estimating as may be required for the Project, and such auditing service as the DEPARTMENT may require to ascertain how or for what purpose any contractor has used the monies paid to such contractor under the contract.
- 5.1.6 Designate in writing a person to act as DEPARTMENT's representative with respect to the work to be performed under this Agreement.
- 5.1.7 Give prompt written notice to CONSULTANT whenever the DEPARTMENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect in the work of contractors.
- 5.1.8 Compensate CONSULTANT in accordance with provisions of Article 8 herein.

5.2 The DEPARTMENT's breach of a covenant of this Agreement shall not relieve the
CONSULTANT

of fulfilling the other covenants of this Agreement.

ARTICLE 6 - COMPLETION SCHEDULE

6.1 CONSULTANT shall adhere to all time limits stated in this Agreement or included in any approved time schedule.

6.2 In all events the various stages and phases of the CONSULTANT's services are to be
completed in

such sequence and at such times, and within approved or agreed upon time limits, as may be required to assure the timely, continuous, efficient and diligent prosecution of the work and services provided for by this Agreement.

6.3 The DEPARTMENT may at any time, by written order, make changes within the general
scope of

the Agreement in the services of work to be performed. If such changes cause an increase or decrease in the CONSULTANT's cost or time required to perform any services under this Agreement, the DEPARTMENT shall make an equitable adjustment and modify this Agreement in writing. The CONSULTANT must assert any claim for adjustment under this clause in writing within thirty (30) days from the date it receives the DEPARTMENT's notification of change, unless the DEPARTMENT grants additional time before the date of final payment. No services for which the CONSULTANT will charge an additional compensation shall be furnished without the written authorization of the DEPARTMENT.

6.4 If the commencement, prosecution, or completion of the services under this Agreement, or if the Project is delayed by any negligent act, omission, delay (excluding delays beyond CONSULTANT's control), or default of the CONSULTANT, or anyone employed by the CONSULTANT, or by any damage or acts caused by the negligent acts or omissions by the CONSULTANT, then the CONSULTANT shall be liable to the DEPARTMENT for any and all costs, assessments, expenses, liabilities, or damages caused thereby.

ARTICLE 7 - INSURANCE

7.1 The CONSULTANT shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect him and the DEPARTMENT from the claims set forth below which may arise out of or result from the CONSULTANT's operations under this Agreement, whether such operations be by the CONSULTANT or by his sub-contractors or by anyone directly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Workmen's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

The CONSULTANT's comprehensive general liability insurance shall also provide coverage for the following:

- 1) Contractual liability insurance as applicable to any hold-harmless agreements in the contract;
- 2) Products and completed operations;
- 3) Fellow employee claims under personal injury;
- 4) Broadform liability;
- 5) Independent contractors.

The CONSULTANT's insurance shall be not less than the amounts shown below;

- A. Workmen's Compensation and Disability: Statutory Requirements
- B. Employer's Liability -

Bodily injury by accident: \$100,000 each accident;

Bodily injury by disease: \$500,000 policy limit;

Bodily injury by disease: \$100,000 each employee.

- C. Commercial General Liability (occurrence basis) bodily injury, personal injury,

property damage, contractual liability, products/completed operations -

General aggregate limit (other than products/completed operations):

\$2,000,000;

Products/completed operations: \$2,000,000;

Personal and advertising limit: \$1,000,000;

Each occurrence limit: \$1,000,000;

Fire damage (any one (1) fire): \$50,000;

Medical expense limit (any one (1) person): \$5,000.

NOTE: GENERAL AGGREGATE TO APPLY PER
LOCATION/PROJECT.

- D. Comprehensive Automobile Liability: \$1,000,000 each accident –
(single limit);
(owned, hired, and non-owned);
bodily injury and property damage.

NOTE: COMPLIANCE WITH SECTIONS 29 AND 30 OF THE
MOTOR CARRIER ACT OF 1980 AND ANY AMENDMENTS
THERE TO.

- E. Comprehensive Umbrella Liability: \$5,000,000 each occurrence;
\$5,000,000 each aggregate.
- F. Errors and Omissions Professional Liability: \$1,000,000 per claim.
- G. (When applicable) Contractor's Pollution Liability Insurance: \$1,000,000
per loss, \$2,000,000 per aggregate. With the prior approval of the
DEPARTMENT, CONSULTANT may substitute different types of
coverage for those specified as long as the total amount of required
protection is not reduced.

- 7.2 Certificates of Insurance, naming the City of Indianapolis as an "additional insured" (except
Worker's Compensation and Errors and Omissions Professional Liability), showing such
coverage
then in force (but not less than the amount shown above) shall be filed with the
DEPARTMENT

within 24 hours after execution of this Agreement. These Certificates shall contain a provision that

coverages afforded under the policies will not be canceled or non-renewed until at least thirty (30)

days after written notice has been given to the DEPARTMENT. CONSULTANT shall be responsible

for all deductible amounts due on the above coverages. The DEPARTMENT may at its sole discretion require CONSULTANT and/or sub-contractors to furnish additional insurance.

7.3 Professional liability (errors and omissions) insurance shall only be limited by a maximum annual aggregate. There shall be no limits on the number or amount of claims made against a specific project.

7.4 Notwithstanding any other provision of this Agreement, the CONSULTANT shall provide to DEPARTMENT all insurance coverage required by this Agreement.

ARTICLE 8 - PAYMENTS TO CONSULTANT

8.1 For the services described in "Attachment A", the DEPARTMENT agrees to pay the CONSULTANT on a time and materials fee basis. CONSULTANT shall be paid for the services required by this Contract in accordance with CONSULTANT's charge or fee schedules (contained in Attachment B. Fees for approved sub-contractor services shall be in accordance with the schedules appended to this document. CONSULTANT shall not be paid for the preparation of proposals, preparation of invoices, or the preparation of site safety plans. CONSULTANT shall not be paid for phone consultations. Such schedules shall remain unchanged for the period of one (1) year.

- 8.2 Payment requests by the CONSULTANT shall be submitted no more often than once every four (4) weeks. The payment request shall be accompanied by a signed voucher and such supporting data as may be required by the DEPARTMENT. Such data shall include at a minimum: project name, purchase order number, personnel hours per employee classification, equipment usage, analysis performed, and daily logs as they pertain to the project. All invoices shall be forwarded to: Mr. David J. Smith, P.E., Department of Public Works, Water and Land Protection Section, 2700 South Belmont Avenue, Indianapolis, Indiana, 46221.
- 8.3 The DEPARTMENT shall pay the CONSULTANT for the professional services supported by invoices and documentation. The DEPARTMENT will pay the amount of the invoice within sixty (60) days of receipt of proper invoice and supporting documentation. The DEPARTMENT shall give the CONSULTANT notice within fifteen (15) days if the documentation is not proper. The DEPARTMENT is the sole judge as to the acceptability of the invoice and supporting documentation. If the DEPARTMENT, without just cause, fails to make payment to the CONSULTANT within seventy-five (75) days of the receipt of proper invoice and supporting documentation, the CONSULTANT may, after having given fifteen (15) days written notice to the DEPARTMENT, suspend services under this Agreement. If the CONSULTANT is delayed for more than three (3) months because of the DEPARTMENT's failure to pay, without just cause, the CONSULTANT (1) shall, after having given fifteen (15) days written notice, be entitled to an adjustment in the schedule or agreed time limitations for the performance of services and/or Project cost, in accordance with the

provisions of Article 6.3 of this Agreement, or (2) may, after having given fifteen (15) days written notice, terminate the Agreement. In the event of termination, the DEPARTMENT shall compensate CONSULTANT in accordance with the termination provisions of Article 9.2 of this Agreement.

ARTICLE 9 - TERMINATION

- 9.1 If the CONSULTANT becomes insolvent, or if he refuses or fails to perform the work and services provided by this Agreement, or if he refuses to perform disputed work or services as directed pending resolution of such dispute, or if he fails to make payments to sub-contractors or consultants employed by him, or if he otherwise violates or fails to perform any term, covenant or provision of this Agreement, then the DEPARTMENT may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that the CONSULTANT shall be given, (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of the DEPARTMENT's intent to terminate, and (2) an opportunity for consultation with the DEPARTMENT prior to termination. In determining the amount of final payment to be made to the CONSULTANT upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by the DEPARTMENT to be incurred by reason of the CONSULTANT's default.
- 9.2 This Agreement may be terminated in whole or in part in writing by the DEPARTMENT for the DEPARTMENT's convenience; provided that the CONSULTANT is given, (1) not less than ten (10) calendar days written notice (delivered certified mail, return receipt requested)

of intent to terminate, and (2) an opportunity for consultation with the DEPARTMENT prior to termination. If termination for convenience is effected by the DEPARTMENT, the CONSULTANT's compensation shall provide for payment to the CONSULTANT for services rendered and expenses incurred prior to the termination. No amount shall be allowed for anticipated profit on unperformed services or other work.

- 9.3 Upon receipt of a termination action for default or for the DEPARTMENT's convenience, the CONSULTANT shall, (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to the DEPARTMENT all data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.
- 9.4 If, after termination for the CONSULTANT's default, it is determined that the CONSULTANT was not in default, the termination shall be deemed to have been effected for the convenience of the DEPARTMENT. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Article 9.2 and the recovery of such price adjustment shall be the CONSULTANT's sole remedy and recovery.
- 9.5 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by DEPARTMENT are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then the DEPARTMENT shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. DEPARTMENT agrees that it will make its best

efforts to obtain sufficient funds, including, but not limited to, requesting in its or other budgets for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

ARTICLE 10 - ARBITRATION

- 10.1 The parties may, by mutual agreement in writing, designate any claim, dispute or other matter in question arising out of, or relating to this Agreement or the breach thereof, except for claims which have been waived by the making or acceptance of final payment, to be decided by arbitration. Such designation shall specifically identify and describe the claim, dispute or other matter to be arbitrated. Arbitration proceedings shall be initiated only as to claims, disputes and other matters as so identified and described in such written agreement, and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- 10.2 CONSULTANT shall carry on the work and maintain the schedule for services during any arbitration or litigation proceedings, unless otherwise agreed by CONSULTANT and DEPARTMENT in writing.
- 10.3 Any such arbitration may, at the option of the DEPARTMENT, involve by joinder or otherwise, all parties or persons substantially involved in common questions of fact or law whose presence may be required. All consultant agreements, purchase orders and related

agreements between CONSULTANT and other parties shall be provided for such arbitration and consolidation.

- 10.4 If the DEPARTMENT shall be party to an arbitration of a claim or counterclaim which arises, in full or in part, from the CONSULTANT's negligence or failure to fulfill any obligation or responsibility under this Agreement, the DEPARTMENT may, at its option, and by written notice, advise the CONSULTANT of such arbitration proceeding and afford the CONSULTANT the opportunity to participate therein. In such case, the CONSULTANT will be bound by any award rendered by the arbitrators to the extent that such award is adverse to the DEPARTMENT.

ARTICLE 11 - GENERAL CONSIDERATIONS

11.1 Successors and Assigns

The DEPARTMENT and CONSULTANT each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, the CONSULTANT shall not assign, sublet or transfer his interest in this Agreement without the written consent of the DEPARTMENT. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the DEPARTMENT.

11.2 Records; Audit

The CONSULTANT shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement in

accordance with generally accepted accounting principles and practices consistently applied. The CONSULTANT shall also maintain the financial information and data used by the CONSULTANT in the submission or preparation of any cost submission, statement of summary submitted to the DEPARTMENT or any funding agency. The DEPARTMENT or any agencies which have tendered grants for the Project or any person so designated by a granting agency shall, until the expiration of three (3) years after final payment under this Agreement have access to and the right to examine, inspect, audit and copy directly pertinent books, documents, papers and records of the CONSULTANT involving any transaction related to this Agreement. The CONSULTANT agrees to incorporate this provision into any sub-agreements executed by the CONSULTANT with others for work or services related to this Project. The periods of access and examination as described herein shall continue until any disputes, claims or litigation arising out of the performance of this Agreement have been disposed of.

11.3 Ownership of Documents

All drawings, specifications, computations, sketches, test data, survey results, models photographs, renderings and other material relating to this Project, developed in the performance of this Agreement or prepared in connection therewith, are the property of the DEPARTMENT and will be delivered to the DEPARTMENT, if requested by the DEPARTMENT, upon Project completion or upon termination of this Agreement. With respect thereto, the CONSULTANT shall not assert or establish any right or claim under the design

patent or copyright law. The DEPARTMENT shall retain the right to any design patent or copyright and may use any and all materials prepared by the CONSULTANT with reservation. If any of the materials prepared as part of the performance of this Agreement are changed or reused for any project or purpose other than this specific Project, the DEPARTMENT shall indemnify, defend and hold harmless the CONSULTANT from all loss, damage, liability or expense arising out of such change or use.

11.4 Attorneys' Fees

The CONSULTANT shall be liable to the DEPARTMENT for reasonable attorneys' fees incurred by the DEPARTMENT in connection with the collection or attempt to collect, any damages arising from the negligent act or omission of the CONSULTANT, or from the CONSULTANT's failure to fulfill any provision or responsibility provided herein.

11.5 Notices

When written notice is required by this Agreement, it shall be sufficiently given, in the absence of a specific provision to the contrary, when delivered or sent by United States first class mail to the CONSULTANT at his business address, or to the DEPARTMENT or the DEPARTMENT's representative, or by personally delivering such notice to the party to be in receipt thereof.

11.6 Nondisclosure

The CONSULTANT will not divulge information concerning a project to anyone and will obtain similar agreements from persons and firms employed by him. The DEPARTMENT reserves the right to release all information as well as to

time its release, form and content. This requirement shall survive the expiration of this Agreement.

11.7 Other Contractors

The DEPARTMENT reserves the right to employ other engineers, architects and consultants in connection with the work on a project.

11.8 Reduction for Defective Pricing Data

If the DEPARTMENT determines that any price, including profit, negotiated in connection with this Agreement or any cost reimbursable under this Agreement was increased because the CONSULTANT or any sub-contractor furnished incomplete or inaccurate cost or pricing data or data not current as certified or represented in any submittal to DEPARTMENT or funding agencies, then such price or cost or profit shall be reduced accordingly and the Agreement shall be modified in writing to reflect such reduction.

11.9 Noncontingent Fees

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the DEPARTMENT shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11.10 Non-Discrimination

11.10.1 CONSULTANT and sub-contractor(s) shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure terms, conditions or privileges of employment, because of race, religion, color, age, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

11.10.2 CONSULTANT certifies for itself and all its sub-contractors compliance with existing laws of the State of Indiana and the United States regarding:

- (A) Prohibition of discrimination in employment practices on the basis of race, age, sex, creed, color, religion, national origin, ancestry, age, handicap, disabled veteran status and Vietnam era veteran status; and
- (B) The utilization of Minority and Women Business enterprises.

CONSULTANT further certifies that it:

- 1. Has formulated its own Affirmative Action Plan for the recruitment, training and employment of minorities and women; including goals and timetables; and
- 2. Strongly encourages the use of small business, minority-owned businesses and women-owned businesses in its operations.

10.9.3 CONSULTANT shall include all covenants and certifications as are contained in this Article in all sub-agreements related to this Agreement.

11.11 Applicable Laws

CONSULTANT agrees to conform to all federal, state, and local laws, rules, and regulations applicable to CONSULTANT in performing work pursuant to this Agreement, including, but not limited to, those relating to discrimination in employment, conflicts of interest, prevailing wages, accounting records and requirements. The Mayor's Executive Order 1, 1987, is hereby incorporated by reference and made as fully a part of this Agreement as if herein set out verbatim.

Unless

otherwise specified, this Agreement shall be governed by laws of the United States, and the State of Indiana, and all Municipal Ordinance Codes of the Consolidated City of Indianapolis.

11.12 Term of Agreement

This Agreement shall become effective from the date of execution by all required signatories, through a twelve (12) month period. The City may, at its sole option, renew this Agreement at the same terms for an additional one (1) year period. The City shall notify CONSULTANT at least thirty (30) days prior to the Contract expiration date of its intention to renew.

11.13 Amendments

This Agreement may be amended only by written instrument and signed by both DEPARTMENT and CONSULTANT.

11.14 Severability

In the event any provision of this Agreement is determined by a court of competent jurisdiction or by the laws of the State of Indiana to be null and void,

such provision shall be stricken and all other provisions which can be given effect independently of the stricken provision shall remain in full force and effect.

11.15 Conflict of Interest

The CONSULTANT certifies and warrants to the DEPARTMENT that neither he, nor his agents, representatives or employees which will participate in any way in the performance of the CONSULTANT's obligations hereunder has, or will have, any conflict of interest, direct or indirect with the DEPARTMENT.

11.16 Notice to Proceed

The CONSULTANT shall not begin work pursuant to this Agreement until he receives a Notice to Proceed from the DEPARTMENT and a corresponding purchase order from the DEPARTMENT's Central Purchasing Division.

11.17 Right of Entry

The DEPARTMENT will provide for right of entry of CONSULTANT's personnel and all necessary equipment, in order to complete the work.

11.18 Permits

CONSULTANT or its approved sub-contractor shall, without additional cost to the DEPARTMENT, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations in connection with the work.

11.19 Inspection

All work performed under this Contract shall be subject to inspection by the DEPARTMENT. CONSULTANT shall, without charge, correct any

performance found by the DEPARTMENT not to conform to the Contract requirements. The DEPARTMENT may evaluate the performance of CONSULTANT under this Contract in writing and may send such evaluation to CONSULTANT within thirty (30) days after the completion of work.

11.20

Samples

CONSULTANT will retain all samples for ninety (90) days. Further storage or transfer of samples can be made at DEPARTMENT's expense upon written request.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONSULTANT

BY: XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

(Signature)

(Printed)

(Title)

CITY OF INDIANAPOLIS

Greta J. Hawvermale, Director
Department of Public Works
As authorized by the Board of
Asset Management and Public Works
on _____, 2000

ATTEST:

Ruth Landreth, Secretary
Board of Asset Management and
Public Works

APPROVED AS TO LEGAL FORM:

Robert Senseny
Assistant Corporation Counsel

APPROVED FOR AVAILABILITY OF
FUNDING:

Katherine L. Davis
Controller

Date